

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: MAY 19, 2004 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of a Destination Event Funding Agreement with Naval Air Station Key West covering the 2004 NAS Key West Air Show – “Blue Angels In Paradise” on November 6-7, 2004 in an amount not to exceed \$11,000.

ITEM BACKGROUND:

TDC to approve same at their meeting of April 14, 2004

PREVIOUS REVELANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

New Agreement

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$11,000

BUDGETED: Yes X No

COST TO COUNTY: \$11,000 **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:



(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # E8

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with:	<u>Naval Air Station</u>	Contract #	<u> </u>
	<u>Key West</u>	Effective Date:	<u>5/19/04</u>
		Expiration Date:	<u> </u>
Contract Purpose/Description:			

Approval of a Destination Event Funding Agreement with Naval Air Station Key West covering the 2004 NAS Key West Air Show – “Blue Angels In Paradise” on November 6-7, 2004 in an amount not to exceed \$11,000.

Contract Manager:	<u>Maxine Pacini</u>	<u>3523</u>	<u>TDC # 3</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 5/19/04 Agenda Deadline: 5/4/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 11,000 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 117-77030-530340-T475-504X-530340
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	4/20/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>M. J. [Signature]</i>	4/20/04
Risk Management	4/27/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Bill [Signature]</i>	4/27/04
O.M.B./Purchasing	4/22/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	4/27/04
County Attorney	4/19/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	S.Hutton	4/19/04

Comments: _____

Destination Events Agreement

THIS AGREEMENT is entered into this _____ day of _____, 2004 by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and the Naval Air Station Key West.

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC agrees to pay up to \$11,000 (Eleven Thousand Dollars) for the 2004 NAS Key West Air Show – "Blue Angels In Paradise" on November 6 – 7, 2004 from tourist development tax funds (See Exhibit A).

2. Scope of Services: Naval Air Station Key West agrees to provide the County with an event as specified below:

- a). A two (2) day air show to include a Blue Angels air demonstration
- b). Food & Beverage
- c). Vendors to include Aviation memorabilia
- d). Static Military Aircraft displays
- e). Children's activities

3. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and BOCC. The agencies of record shall receive payment of work in progress upon submission of documented invoices associated with said event.

4. Payment: Any payments directly to Naval Air Station Key West or vendors associated with said event shall be as follows:

Payment upon presentation of an invoice shall indicate the task completed for which payment is sought, with proper documentation attached. No more than 10% of the total advertising and promotional costs paid under this agreement shall be attributable to in-county activity.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Only acceptable expenses listed in the Monroe County Tourist Development Council Operations Manual shall be paid.

5. Accounting: Financial records of Naval Air Station Key West pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit.

6. Modification: Line item changes to the advertising and promotion budget may be made up to but not exceeding 10% of the larger line item amount without requiring BOCC approval of the particular change.

7. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the BOCC reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance, or nonperformance of the agreement terms or negligent performance of the agreement terms by Naval Air Station Key West

8. Termination: This Agreement will be terminated on September 30, 2005. **All invoices must be submitted prior to September 30, 2004.**

9. Non Occurrence of Event: If the event does not take place for any reason under control of Event Sponsor except for those reasons in paragraph 19, then Event Sponsor agrees to refund to the BOCC any amounts already paid to them under this agreement, and relieve the BOCC from any further payments.

Naval Air Station Key West shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

10. Indemnification and Hold Harmless: The Naval Air Station Key West covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the event sponsored by the Naval Air Station Key West.

11. Insurance Requirements: Aircraft Liability: Recognizing that the work governed by this contract involves the providing of aerial services, normally classified as ultra-hazardous activities, Naval Air Station Key West shall purchase and maintain throughout the life of the contract, Aircraft Liability Insurance, or provide proof of self-insurance specifically stating that the policy will respond to banner towing, air shows, aerial inspection, or aerial photography, or any other activity specified in the contract.

The Monroe County Board of County Commissioners shall be named as Additional Insured.

The minimum limits of liability shall be \$5 million per occurrence.

General Liability: Prior to the commencement of work governed by this contract, the Naval Air Station Key West shall obtain General Liability Insurance or provide proof of self-insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$ 1,000,000 per Occurrence
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is no more restrictive than the Naval Air Station Key West's General Liability policy.

The Monroe County Board of County Commissioners will be included as Additional Insured if a separate Liquor Liability policy is provided.

12. Permits: Naval Air Station Key West will secure all required permits and licenses, including but not limited to occupational licenses.

13. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

14. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

15. Relation of BOCC/TDC: It is the intent of the parties hereto that Naval Air Station Key West shall be legally considered as an independent Event Sponsor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

16. Disclosure: Naval Air Station Key West shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. Naval Air Station Key West shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

17. Assignment: Naval Air Station Key West shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the BOCC.

18. Compliance with laws - Nondiscrimination: Naval Air Station Key West shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

19. Force Majeure: Naval Air Station Key West shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the Naval Air Station Key West has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of the Agreement. Upon demand of TDC or BOCC, Naval Air Station Key West must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any services or

activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

20. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and the County of Monroe and Federal law. Venue for any dispute concerning this Agreement shall be in Monroe County.

21. Security Protection: Naval Air Station Key West agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

22. Ownership: All advertising and promotion work performed under the agreement and paid for by the BOCC and TDC shall be the property of the BOCC and TDC, for whatever use and/or disposition the BOCC and TDC may deem appropriate.

23. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **"Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are"** logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark "Florida Keys & Key West Come as you are". **Radio Advertising should read "Brought to you by the Monroe County Tourist Development Council"**.

24. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Authority: Each of the signatories for the sponsor below certifies and warrants that:

a) The sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

26. Ethics Clause: Naval Air Station Key West warrants that it has not employed, retained or other wise had act on its behalf, any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

27. Public Entity Crimes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract

with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for period of 36 months from the date of being placed on the convicted vendor list."

28. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and Naval Air Station Key West.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Naval Air Station Key West

By _____
Commanding Officer, NAS Key West

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

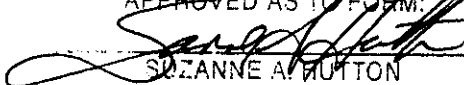

SUZANNE A. HUTTON
MONROE COUNTY ATTORNEY
4/19/04

EXHIBIT A

SUMMARY

TOURIST DEVELOPMENT COUNCIL BUDGET BREAKDOWN

FISCAL YEAR 2004/2005

EVENT NAME: BLUE ANGELS IN PARADISE

DIRECT MAIL & POSTAGE	\$	-
BROCHURES, POSTERS, PRODUCTION & PRINTING	\$	-
PUBLIC RELATIONS	\$	2,000
PHOTO PROGRAM	\$	-
MEDIA ADVERTISING	\$	8,000
T-SHIRTS, CAPS, JACKETS	\$	-
*GENERAL - NON-ALLOCATED	\$	<u>1,000</u>
TOTAL:	\$	11,000

*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE AMOUNT AWARDED BY THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL FOR THIS SPECIFIC EVENT

